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*Attorneys for Plaintiffs Cruz Soto and Monica Nanelly  
Garcia, individually, and on behalf of all others  
similarly situated*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF FRESNO**

CRUZ SOTO and MONICA NANELLY  
GARCIA, individually, and on behalf of all others  
similarly situated,

*Plaintiffs,*

v.

ESPINOZA BROTHERS FOOD  
DISTRIBUTION, INC., a California corporation;  
ESPINOZA BROTHERS ENTERPRISES LLC, a  
California limited liability company; and DOES 1  
through 10, inclusive,

*Defendants.*

Case No.: 22CECG03830

[Assigned for all purposes to: Hon. Jon M.  
Skiles, Dept. 503]

**[PROPOSED] JUDGMENT AND ORDER  
GRANTING PLAINTIFFS' MOTION  
FOR FINAL APPROVAL OF CLASS  
ACTION AND PAGA SETTLEMENT**

**FINAL APPROVAL HEARING**

Date: April 9, 2026

Time: 3:27 p.m.

Dept.: 503

Complaint Filed: November 30, 2022

Trial Date: Not set

1 Plaintiffs Cruz Soto and Monica Nanelly Garcia’s (“Plaintiffs”) Motion for Preliminary  
2 Approval of Class Action and PAGA Settlement of Plaintiff came before this Court on August  
3 7, 2025, at 3:27 PM, in Department 503 of the Superior Court of California, County of Fresno  
4 located at 1130 O Street, Fresno, CA 93721. Plaintiffs now seek an order granting final approval  
5 of the Settlement Agreement (“Settlement” or “Settlement Agreement”) between Plaintiffs and  
6 Defendants Espinoza Brothers Food Distribution, Inc. and Espinoza Brothers Enterprises LLC  
7 (“Defendants”) (Plaintiff and Defendants collectively, the “Parties”), a copy of which is  
8 attached to the Declaration of John G. Yslas in Support of Plaintiff’s Motion for Preliminary  
9 Approval of Class Action and PAGA Settlement as **Exhibit 1**. On August 1, 2025, this Court  
10 issued an Order Granting Plaintiffs’ Motion for Preliminary Approval of Class Action and  
11 PAGA Settlement (“Preliminary Approval Order”). In accordance with the Preliminary  
12 Approval Order, Class Members have been given notice of the terms of the Settlement and the  
13 opportunity to comment on or object to it or to exclude themselves from its provisions.

14 Having received and considered the Settlement Agreement, the supporting papers filed  
15 by the Parties, and the evidence and argument in conjunction with the Motion for Preliminary  
16 Approval of Class Action and PAGA Settlement granted on August 1, 2025, and the instant  
17 Motion for Final Approval of Class Action and PAGA Settlement and supporting papers, as  
18 well as oral argument presented to the Court, the Court grants final approval of the Settlement  
19 and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

20 1. This Court has jurisdiction over the subject matter of the action and over the Parties,  
21 including all Settlement Class Members.

22 2. The Court finds that the Class, as defined below, is properly certified as a class for  
23 settlement purposes only:

24 all current and former hourly-paid, non-exempt employees directly  
25 employed by Defendants in the State of California, from June 5, 2018  
26 through March 9, 2024.

27 3. The Court appoints Plaintiffs Cruz Soto and Monica Nanelly Garcia as class  
28 representatives for settlement purposes only.

1           4.       The Court appoints John G. Yslas, Diego Aviles, Emily Borman, Harry Erganyan,  
2 and Mariam Nazaretyan of Wilshire Law Firm, PLC as Class Counsel for settlement purposes only.

3           5.       Pursuant to the Preliminary Approval Order, a Notice of Proposed Settlement and  
4 Final Approval Hearing, and Notice of Estimated Settlement Share were sent to each Class  
5 Member by first-class mail. These papers informed Class Members of the terms of the Settlement,  
6 their right to receive a Settlement Share, their right to comment on or object to the Settlement or  
7 to opt out of the Settlement and pursue their own remedies, and their right to appear in person or  
8 by counsel at the final approval hearing and be heard regarding approval of the Settlement.  
9 Adequate periods of time were provided by each of these procedures.

10          6.       No Class Members objected to the Settlement.

11          7.       No Class Members requested exclusion from the Settlement.

12          8.       The Court finds and determines that this notice procedure afforded adequate  
13 protections to Class Members and provides the basis for the Court to make an informed decision  
14 regarding approval of the Settlement based on the responses of Class Members. The Court finds  
15 and determines that the notice provided in this case was the best notice practicable, which satisfied  
16 the requirements of law and due process.

17          9.       The Court finds the Settlement was entered into in good faith, that the Settlement is  
18 fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable  
19 requirements for final approval of this class action settlement under California law, including the  
20 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule  
21 3.769.

22          10.      Class Members who have not opted out will be bound by the Settlement, except that  
23 PAGA Group Members will release the PAGA claims released in the Settlement and will receive  
24 a portion of the amount set aside for their share of the settlement of civil penalties, regardless of  
25 whether they opt out of the Settlement.

26          11.      The Court finds that Plaintiffs notified the Labor and Workforce Development  
27 Agency (“LWDA”) of the Settlement in accordance with the notice requirements of California  
28 Labor Code § 2699(s).

1           12.     No later than thirty (30) days after the Effective Date as defined in the Settlement  
2 Agreement, Defendants will transfer the Gross Settlement Amount of One Hundred Ninety  
3 Thousand Dollars (\$190,000.00) to the Settlement Administrator.

4           13.     Within fourteen (14) days after Defendants fully fund the GSA and the Effective  
5 Date has passed, the Administrator will mail checks for all Individual Class Payments, all  
6 Individual PAGA Payments, the LWDA PAGA Payment, the Administration Costs Payment, the  
7 Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class  
8 Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class  
9 Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not  
10 precede disbursement of Individual Class Payments and Individual PAGA Payments.

11           14.     In addition to any recovery Plaintiffs may receive under the Settlement, and in  
12 recognition of Plaintiffs' efforts on behalf of the Settlement Class, the Court hereby approves  
13 payment from the Gross Settlement Amount of an incentive award to Plaintiffs Cruz Soto and  
14 Monica Nanelly Garcia in the amount of Seven Thousand Five Hundred Dollars (\$7,500.00) per  
15 plaintiff.

16           15.     The Court approves payment from the Gross Settlement Amount for civil penalties  
17 under PAGA in the amount of Ten Thousand Dollars (\$10,000.00) with the LWDA to receive 75%  
18 (\$7,500.00), and the remaining 25% (\$2,500.00) to be distributed to Aggrieved Employees, defined  
19 as all hourly-paid, non-exempt employees who are currently or formerly employed by Defendants  
20 in the State of California from February 2, 2022 through March 9, 2024. The Court finds and  
21 determines that such payment is fair, reasonable, and appropriate.

22           16.     The Court approves payment from the Gross Settlement Amount for attorneys' fees  
23 to Class Counsel in the amount of Sixty-Six Thousand Five Hundred Dollars (\$66,500.00) and the  
24 reimbursement of litigation costs in the amount of Seventeen Thousand Seven Hundred and Three  
25 Dollars and Eighty Five Cents (\$17,703.85). Both are reasonable amounts. The reasonableness of  
26 the fee award is determined based on a reasonable percentage of the common fund obtained for the  
27 Class. The Court also has considered the "lodestar amount." Awarding fees on a percentage basis  
28 encourages efficient litigation practices and reflects the actual benefit obtained for the Class.

1           17.     The Court approves payment from the Gross Settlement Amount in the amount of  
2     Seven Thousand Seven Hundred Fifty Dollars (\$7,750.00) to the Settlement Administrator, ILYM  
3     Group, Inc. for its performance of settlement administration services.

4           18.     Individual Settlement Payments checks will be valid for one hundred eighty (180)  
5     days after mailing by the Settlement Administrator. If a Class Member fails to cash the check for  
6     his or her Individual Settlement Payment within one hundred and eighty (180) days after it is  
7     mailed to him or her, the Settlement Administrator will distribute the funds represented by the  
8     check to the California State Controller's Office, Unclaimed Property Division, in the name of the  
9     Class Member.

10          19.     Effective on the date when Defendants fully fund the entire Gross Settlement  
11     Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class  
12     Payments, Plaintiffs, Class Members, and Class Counsel will release claims against all Released  
13     Parties as follows:

14                 (a)     Plaintiffs' Release. Plaintiffs and their respective representatives, agents,  
15     attorneys, heirs, administrators, successors assigns, assignors, grantees, devisees, trustees, or  
16     any other entities in which they may have an interest ("Plaintiffs and Plaintiffs' Releasers"),  
17     expressly agree to release and discharge generally, release and discharge Released Parties from  
18     all claims, transactions or occurrences that occurred during the Class Period, including, but not  
19     limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts  
20     contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could  
21     have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA  
22     Notice. Defendants and Released Parties from all liabilities, causes of actions, charges,  
23     complaints, suits, claims, obligations, costs, losses, damages, liquidated damages, punitive  
24     damages, equitable relief, restitution, declaratory relief, interest, rights, judgments, attorneys'  
25     fees and costs, expenses, bonds, bills, penalties, fines, and all other legal responsibilities of any  
26     form whatsoever whether known or unknown, whether suspected or unsuspected, whether fixed  
27     or contingent, including but not limited to those arising from any acts or omissions occurring  
28     prior to the Effective Date of this Agreement by Defendants and Released Parties, including

1 those arising under any theory of law, whether common, contractual, constitutional, statutory  
2 or other of any jurisdiction, foreign or domestic, whether known or unknown, whether in law or  
3 in equity, which Plaintiffs had or may claim to have against any of them by reason of any and  
4 all matters from the beginning of time to the present including, but not limited to, those arising  
5 out of their past employment with, compensation during, and/or separation from their  
6 employment with Defendants. Plaintiffs' Release does not extend to any claims for vested  
7 benefits, unemployment benefits, disability benefits, social security benefits, workers'  
8 compensation benefits that arose at any time, or based on occurrences outside the Class Period.  
9 Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition  
10 to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that  
11 Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different  
12 or additional facts or Plaintiffs' discovery of them. ("Plaintiffs' Release.")

13               Plaintiffs and Plaintiffs' Releasers specifically release claims under all applicable  
14 federal, state, and local laws including, but not limited to, Title VII of the Civil Rights Act of  
15 1964 as amended, the Fair Labor Standards Act, the Rehabilitation Act of 1973, the Family  
16 Medical Leave Act, the Employee Retirement Income Security Act, the Consolidated Omnibus  
17 Reconciliation Act of 1986, the Equal Pay Act, the Americans with Disabilities Act, the  
18 California Fair Employment and Housing Act, the California Family Rights Act, the California  
19 Labor Code including, but not limited to, sections 200, et seq., 970, 1102.5, 6310, and 132a,  
20 applicable California Wage Order provisions, the California Government Code including, but  
21 not limited to, sections 12940 et seq. and 12945, Title 2 of the California Code of Regulations  
22 § 11039, the California Civil Code, the California Business and Professions Code including, but  
23 not limited to, sections 17200 et seq., the California Constitution, the United States Constitution,  
24 or any laws pertaining to wrongful termination in violation of public policy, defamation, breach  
25 of contract, contractual obligations generally, discrimination based upon race, sex, disability,  
26 or any other protected status, retaliation, harassment, failure to prevent discrimination,  
27 harassment, or retaliation, failure to provide a reasonable accommodation or engage in the  
28 interactive process, and wage and hour claims (including compensation for work, overtime,

1 PTO, vacation, or any other form of compensation or reimbursement). In sum, this release shall  
2 apply to all possible claims Plaintiffs or Plaintiffs' Releasors could bring against Defendants  
3 and Released Parties, whether arising in statute, regulation, common law, tort, contract, or any  
4 other body of law arising before the effective date of this agreement, whether known or  
5 unknown, and including, but not limited to, those pertaining to the employment relationship  
6 between Plaintiffs and Defendants.

7 This release is not intended to operate as, nor shall be construed as, a release or  
8 waiver of any rights and/or claims that cannot be released or waived, including worker's  
9 compensation benefits or vested employee benefits, as a matter of law. Plaintiffs acknowledge  
10 that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that  
11 Plaintiffs now know or believe to be true but agrees, nonetheless, that Plaintiffs' Release shall  
12 be and remain effective in all respects, notwithstanding such different or additional facts or  
13 Plaintiffs' discovery of them.

14 Plaintiffs' Waiver of Rights Under Civil Code Section 1542. For purposes of  
15 Plaintiffs Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits,  
16 if any, of section 1542 of the Civil Code, which reads:

17 A general release does not extend to claims that the creditor or releasing  
18 party does not know or suspect to exist in his or her favor at the time of  
19 executing the release, and that if known by him or her would have  
20 materially affected his or her settlement with the debtor or released party.

21 (b) Release by Participating Class Members: All Participating Class Members,  
22 on behalf of themselves and their respective former and present representatives, agents, attorneys,  
23 heirs, administrators, successors, assigns, assignors, grantees, devisees, trustees, or any other  
24 entities in which they may have an interest, release Defendants and Released Parties from all claims  
25 that were alleged, or reasonably could have been alleged, based on the facts alleged in the Class  
26 Action, PAGA Action and PAGA Notice, and ascertained in the course of the Action including  
27 failure to pay minimum and straight time wages, failure to pay overtime, failure to provide meal  
28 periods, failure to authorize and permit rest periods, failure to timely pay final wages at

1 termination, failure to provide accurate itemized wage statements, failure to indemnify employees  
2 for expenditures, and unfair business practices. Except as set forth in Section 5.3 of this Agreement,  
3 Participating Class Members do not release any other claims, including claims for vested benefits,  
4 wrongful termination, violation of the Fair Employment and Housing Act, unemployment  
5 insurance, disability, social security, workers' compensation or claims based on facts occurring  
6 outside the Class Period, or claims that cannot be released by matter of law.

7 (c) Release by Non-Participating Class Members Who Are Aggrieved  
8 Employees: All Non-Participating Class Members who are Aggrieved Employees are deemed to  
9 release, on behalf of themselves and their respective former and present representatives, agents,  
10 attorneys, heirs, administrators, successors, assigns, , assignors, grantees, devisees, trustees, or any  
11 other entities in which they may have an interest, are deemed to release Defendants and the  
12 Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have  
13 been alleged, based on the facts asserted in the PAGA Action, and the PAGA Notice.

14 20. The Parties are hereby ordered to comply with the terms of the Settlement.

15 21. The Parties shall bear his, her, its, or their own respective attorneys' fees and costs  
16 except as otherwise provided in the Settlement and this Judgment and Order Granting Final  
17 Approval of Class Action and PAGA Settlement.

18 22. Without affecting the finality of this order in any way, pursuant to California Code  
19 of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the  
20 interpretation, administration, implementation, effectuation, and enforcement of this order and the  
21 Settlement.

22 23. The Court hereby enters final judgment in accordance with the terms of the  
23 Settlement, the Order Granting Plaintiffs' Motion for Preliminary Approval of Class Action and  
24 PAGA Settlement, and this Order Granting Plaintiffs' Motion for Final Approval of Class Action  
25 and PAGA Settlement, subject to the Court's retention of continuing jurisdiction over the Action  
26 and the Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h), solely for  
27 purposes of (a) enforcing the Agreement, (b) addressing settlement administration matters, and (c)  
28 addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

1           24.     A Settlement Compliance Hearing is set for October 9, 2026, at 3:30 p.m. or a date  
2 and time soon thereafter more convenient for the Court: \_\_\_\_\_, at \_\_\_\_\_  
3 a.m./p.m. in Dept. 503 of the above-captioned Court.

4           25.     A final report from the Settlement Administrator indicating that disbursements were  
5 made pursuant to the Settlement shall be filed no later than fifteen (15) days prior to the Settlement  
6 Compliance Hearing. If the Court is satisfied that the settlement funds have been fully distributed,  
7 no appearance will be required at the Settlement Compliance Hearing.

8           **IT IS SO ORDERED.**

9  
10          Dated: \_\_\_\_\_

\_\_\_\_\_  
11          HONORABLE JON M. SKILES  
12          JUDGE OF THE SUPERIOR COURT  
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